

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

IN THE MARION CIRCUIT COURT  
CAUSE NO. 49C01-0505-PL-0018953

STATE OF INDIANA, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
TODD T. TINSLEY, and )  
TANISHA BEASLEY, and )  
TODAY I CAN MARKETING GROUP, LLC. )  
 )  
Defendants. )

**FILED**  
147  
JUL 17 2006  
Dawn Ann Holler  
CLERK OF THE  
MARION CIRCUIT COURT

**DEFAULT JUDGMENT AGAINST  
THE DEFENDANT, TANISHA BEASLEY, ONLY**

This matter comes before the Court for a pre-trial conference. The Plaintiff, State of Indiana, appears by counsel, Deputy Attorney General Terry Tolliver, and the Defendant, Tanisha Beasley, fails to appear. The Court, having considered the allegations of the Plaintiff's Complaint and being duly advised now finds the following:

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

1. On May 17, 2005, the State of Indiana filed a Complaint for Injunction, Restitution, Costs and Civil Penalties with this Court alleging that the Defendant was in violation of the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1, *et seq.*
2. On June 10, 2005, the Court received correspondence from the Defendant, Tanisha Beasley.

3. On February 14, 2006, the Defendant was served with Interrogatories Requests for Admissions, and Requests for Production of Documents.

4. On March 16, 2006, the State of Indiana filed a Proposed Local Rule 16.1 Case Management Order, due to the Defendant's failure to cooperate with the State of Indiana.

5. The Defendant has failed to respond or object to the Plaintiff's discovery requests within the time limits set forth in the Indiana Rules of Trial Procedure.

6. The Court scheduled this matter for a pre-trial conference on July 17, 2006.

7. The Defendant was served with notice of the pre-trial conference on at her last known address on March 16, 2006, which was returned "Addressee Unknown."

8. The Defendant failed to appear at the pre-trial conference and has not offered any evidence that reasonably explains or excuses the Defendant's failure to attend.

9. The Defendant is not an infant, incompetent, or in military service.

10. Based on the Defendant's continued failure to cooperate in this matter and failure to apprise the Court of her current address, the Court finds judgment shall be entered in favor of the Plaintiff, State of Indiana, and against the Defendant, Tanisha Beasley.

b. The Defendant shall pay consumer restitution in the amount of Three Thousand One Hundred and Eighty-Nine Dollars (\$3,189.00), pursuant to Ind. Code § 24-5-0.5-4(c)(2), payable to the Office of the Attorney General, for distribution to the following consumers in the following amounts:

1.	Helen Kay Fisher of Red Creek, New York	\$ 700.00;
2.	Becky Morse of Fountain, Michigan	\$ 500.00;
3.	Robert Harlan of Joliet, Illinois	\$ 510.00;
4.	Michael Truelove of Olathe, Kansas	\$ 1,000.00;
5.	Tom Pietrzak of Mishawaka, Indiana	\$ 229.00; and
6.	Marcia Williams of Churchill, Pennsylvania	\$ 250.00;
	<b>TOTAL:</b>	<b>\$ 3,189.00.</b>

c. The Defendant shall pay the Office of the Attorney General its costs in investigating and prosecuting this action, pursuant to Ind. Code § 24-5-0.5-4(c)(3), in the amount of One Thousand Four Hundred and Seventy Dollars (\$1,470.00).


d. The Defendant shall pay civil penalties pursuant to Ind. Code § 24-5-0.5-4(g) for the Defendant's knowing violations of the Deceptive Consumer Sales Act, in the amount of Twelve Thousand Dollars (\$12,000.00), payable to the State of Indiana.

e. The Defendant shall pay civil penalties pursuant to Ind. Code § 24-5-0.5-8 for the Defendant's intentional violations of the Deceptive Consumer Sales Act, in the amount of Twelve Thousand Dollars (\$12,000.00), payable to the State of Indiana.

**A total monetary judgment in the amount of Twenty-Eight Thousand Six Hundred and Fifty-Nine Dollars (\$28,659.00) shall therefore be entered in favor of the Plaintiff, State of Indiana, and against the Defendant, Tanisha Beasley.**

**ALL ORDERED, ADJUDGED AND DECREED** on this \_\_\_\_ day of \_\_\_\_\_

**JUL 17 2006**  
2006.

  
Judge, Marion Circuit Court

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED by the Court that the Defendant, Tanisha Beasley, is permanently enjoined from the following:

- a. Representing, expressly or by implication, the subject of a consumer transaction has sponsorship, approval, characteristics, accessories, uses, or benefits it does not have which the Defendant knows or reasonably should know it does not have;
- b. representing, expressly or by implication, the subject of a consumer transaction involves or does not involve a warranty, a disclaimer of warranties, or other rights, remedies, or obligations, if the representation is false and if the Defendant knows or should reasonably know the representation is false;
- c. representing, expressly or by implication, the Defendant is able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when the Defendant knows or reasonably should know she can not; and
- d. representing, expressly or by implication, a consumer will be able to purchase the subject of a consumer transaction as advertised by the Defendant, if the Defendant does not intend to sell it.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that judgment is entered for the Plaintiff, State of Indiana, against the Defendant, Tanisha Beasley, as follows:

- a. The contracts previously entered into by the Defendant with consumers Helen Kay Fisher, Becky Morse, Robert Harlan, Michael Truelove, Tom Pietrzak, and Marcia Williams, are cancelled pursuant to Ind. Code § 24-5-0.5-4(d).

Distribution:

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